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to federal laws, whether such laws take the form of judicial decisions or legislative enactments.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 867.]

**8. Courts (§ 366 (1)\*)—Decisions—Construction of State Laws.**—Upon all questions arising under the Constitutions and laws, where nothing is involved of national authority or national right, the federal courts are bound to accept the construction placed by the courts of the state upon its Constitution and statutes whenever the former courts are called upon to decide similar questions.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 153.]

Error to Circuit Court, Henry County.

Action by I. S. Bowles against the Western Union Telegraph Company. Judgment for plaintiff, and defendant brings error. Reversed.

*Whittle & Whittle*, of Martinsville, and *Hughes, Little & Seawell*, of Norfolk, for plaintiff in error.

*Wm. M. Peyton*, and *I. M. Cilngeneel*, both of Martinsville, for defendant in error.

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ADAMS v. TRI-CITY AMUSEMENT CO., Inc.

March 13, 1919.

[98 S. E. 647.]

**1. Contracts (§ 302\*)—Building—Defect in Walls—Liability.**—A building contractor cannot be held responsible for defect in not having walls of a building heavy enough to stand in wet ground, where he followed the plans and specifications furnished by the architect as the agent of the owner.

**2. Contracts (§ 232 (2)\*)—Building Contracts—Unforeseen Accident—Agreement for Reconstruction.**—Where the wall of a building in construction fell, not by contractor's fault, but because of defective plans, its re-erection by the architect's directions, contractor and owner each to bear half of the expenses, cannot, upon owner's complaint, be said to be inequitable, particularly where the owner's president, general manager, and corporate directors were informed of and agreed to such re-erection.

**3. Corporations (§ 432 (12)\*)—Contract—Evidence.**—Evidence held to show that a letter from the defendant corporation's general manager to contractor authorizing the re-construction of a wall at cost plus 10 per cent., of which the treasurer had notice, had come to the general knowledge of the corporation, and that the corporation agreed to it by acquiescence.

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

**4. Arbitration and Award (§ 85 (3)\*)—Partiality or Misconduct of Arbitrators—Evidence.**—In a suit involving an award made under provisions of a building contract fixing the value of work, evidence held insufficient to show that the arbitrators were dishonest, prejudiced, or unfair.

**5. Contracts (§ 232 (2)\*)—Implied Contract—Ratification.**—Where, owing to a defect in plans, and not from contractor's fault, walls collapsed, requiring additional work to be done, and the corporate owner accepted and utilized the work done, even without an express contract, the contractor is fairly entitled to recover the value of the work performed.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 983.]

**6. Mechanics' Liens (§ 254 (2)\*)—Foreclosure—Counterclaim—Defects.**—In the foreclosure of a mechanic's lien by contractor, who failed to waterproof basement walls because of the caving in of the earth, and where there were leaks and other defects in the roof, although the building was accepted by the corporate owner, allowance should be made for such defects.

**7. Courts (§ 475 (10)\*)—Jurisdiction—Enforcement of Mechanic's Lien.**—If a suit in a city corporation court against the corporate owner of a building in which receiver was appointed was instituted before a contractor's mechanic's lien foreclosure suit was instituted in the circuit court, the contractor should be required to intervene in the corporation court; but, if the mechanic's lien suit was first instituted, the receiver should appear and defend.

Appeal from Circuit Court of City of Hopewell.

Suit by C. E. Adams against the Tri-City Amusement Company, Incorporated, to enforce a mechanic's lien. From a decree for plaintiff reducing the amount of his claim, plaintiff appeals. Amended and remanded.

*Don P. Halsey*, of Lynchburg, and *A. B. Dickinson*, of Richmond, for appellant.

*J. O. Heflin*, of Colonial Beach, and *A. L. Jones*, for appellee.

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COMPTON et al. v. RIXEY'S EX'RS et al.

March 13, 1919.

[98 S. E. 651.]

**1. Wills (§ 794\*)—Relinquishment of Provisions—Time.**—Where a widow entered into enjoyment of property under a will and after

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.